

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JOHN COLLIER and KRYSTA RENFRO,  
individually, and on behalf of a class of similarly  
situated individuals,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware  
corporation,

Defendant.

NO. 3:23-cv-5778

**COMPLAINT - CLASS ACTION**

**JURY DEMAND**

**INTRODUCTION**

1. Plaintiffs John Collier and Krysta Renfro (“Plaintiffs”) bring this Complaint individually and on behalf of all persons in the United States who purchased or leased any 2020 to present Ford Explorer vehicle equipped with a rear subframe assembly attached to the vehicle via only one rear axle horizontal mounting bolt (“Class Vehicles” or “Vehicles”).

2. Defendant Ford Motor Company (“Ford” or “Defendant”) designed, manufactured, marketed, distributed, and warranted the Class Vehicles.

3. This is a consumer class action concerning a failure to disclose material facts and a safety concern to consumers.

4. Specifically, Ford designed and manufactured two different rear subframe

1 assemblies for the Explorer: one with two rear axle horizontal mounting bolts and one with only  
2 one bolt. The one-bolt assembly found in Class Vehicles is defectively designed and  
3 manufactured because the single bolt can fail. The failure is due to the increased bending stress  
4 on that single bolt, which leads to the sudden and violent disconnection of the rear driveshaft  
5 assembly (or its component parts) (the “Mounting Bolt Defect” or the “Defect”).

6 5. Even before the bolt fails completely, it will show signs of stress and may deform,  
7 as will the bushings near the bolt.

8 6. When the single rear subframe assembly bolt fails while a Class Vehicle is being  
9 driven, the rear differential and rear axle half-shafts can detach, damaging the vehicle’s  
10 suspension, driveshaft assembly, or exhaust system. As a result, a driver will lose control of the  
11 Class Vehicle while driving, drastically increasing the risk of collision due to the driver’s  
12 inability to maintain steering, braking, and speed control.

13 7. The Mounting Bolt Defect presents a significant safety hazard. The Mounting  
14 Bolt Defect endangers drivers, pedestrians, and other vehicles because it makes accidents more  
15 likely, and sometimes entirely unavoidable. For this reason, Class Members have consistently  
16 reported fear of driving their Class Vehicles.

17 8. Defendant sold the Class Vehicles with a 3-year/36,000-mile New Vehicle  
18 Limited Warranty (“NVLW”) that purports to cover the rear subframe assemblies. However,  
19 owners and lessees complain that when their rear subframe assemblies require repair or  
20 replacement, they are refused a sufficient repair, even when within the warranty period.

21 9. The Mounting Bolt Defect is inherent in each Class Vehicle and was present at  
22 the time of sale or lease.

23 10. Defendant was aware in at least 2019, and likely several years prior, that the Class  
24 Vehicles required two rear axle mounting bolts, as evidenced by its presale design and testing of  
25 the newly re-designed 2020 Ford Explorer ST. Ford’s specs—tested and designed by Ford  
26 itself—show that it understood that Explorers, especially on higher horsepower and torque-rated

1 vehicles and rear-wheel drive vehicles, require two rear axle mounting bolts. Ultimately, Ford  
 2 implemented the two-bolt subframe in only a small subset of the 2020 Ford Explorer STs with  
 3 higher horsepower and torque ratings, the rollout for which immediately preceded the Class  
 4 Vehicles. Discovery will show that Ford willfully substituted the unsafe rear subframe assembly  
 5 with one rear axle mounting bolt due to supply chain issues beginning in 2020 as a result of the  
 6 Covid-19 pandemic but has not returned to use of two rear-axle mounting bolts as a cost-saving  
 7 measure.

8 11. Accordingly, discovery will show that, since the beginning of 2020, Defendant  
 9 has known that the Class Vehicles' rear subframe assemblies were defective and would need  
 10 frequent repair; that the Class Vehicles' rear subframe would prematurely fail; that the Class  
 11 Vehicles' rear subframe would require frequent replacement, including replacements just outside  
 12 of warranty; that the replacement rear subframe assemblies installed would be equally as  
 13 defective as the originals; and that the rear subframe assemblies would cause the symptoms of  
 14 the Mounting Bolt Defect described above. Yet, Defendant continued to equip the Class Vehicles  
 15 with defective rear subframe assemblies.

16 12. Defendant not only refused to disclose the Mounting Bolt Defect to consumers,  
 17 Ford also actively concealed, and continues to conceal, its knowledge concerning the Mounting  
 18 Bolt Defect and its associated safety risks.

19 13. Defendant undertook affirmative measures to conceal rear subframe assembly  
 20 failures and other malfunctions through, inter alia, Technical Service Bulletins ("TSBs"), which  
 21 were issued to authorized repair facilities only and not provided to owners or lessees.

22 14. On April 14, 2022, Ford issued a Safety Recall Report (Manufacturer Recall No.  
 23 22S27) recalling 2020–2022 Ford Explorer 2.3L RWD / 3.0L PHEV / 3.3 L FHEV Retail / 3.0L  
 24 ST gas vehicles.<sup>1</sup> The Safety Recall Report ("Recall" or "2022 Recall") explained that the  
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26 <sup>1</sup> Recall No. 22S27 also included two types of Ford Explorer police vehicles that are not sold to the general public and are not a part of this Complaint.

1 affected vehicles are “equipped with suspect rear axle bolts and [sic] an older version of  
2 Electronic Park Brake Software.”

3 15. Ford observed in the recall notice “[o]n some units the rear axle horizontal  
4 mounting bolt may fracture. Powertrain torque through the driveline causes axle rotation of the  
5 pinion angled towards the subframe, which exerts a bending force on the rear axle bolt . . . The  
6 joint design is not robust to peak axle input torques and manufacturing variability. The primary  
7 contributor is insufficient bearing area for maximum joint loads. This results in bearing area  
8 deformation, increasing bending stress on the bolt, which may lead to a fatigue failure.”

9 16. Ford only partially explained the risk of the Mounting Bolt Defect: “If the rear  
10 axle bolt breaks, the driveshaft/half shafts may become disconnected, resulting in loss of  
11 transmission torque to the rear wheels which is necessary to hold the vehicle in park. If the  
12 parking brake is not applied, the loss of the primary park torque will allow the vehicle to roll in  
13 park increasing the risk of crash and injury.”

14 17. Ford ignored the other obvious possibility: that the driveshaft/half shafts may  
15 become disconnected while the car is moving.

16 18. Ford’s purported fix, however, was not to replace defective one-bolt assemblies  
17 with two-bolt assemblies. Rather, the recall provided for an update to the parking brake software  
18 that was intended to address a stationary failure. This did nothing to prevent the one-bolt design  
19 from failing.

20 19. Defendant had superior or exclusive knowledge of material facts regarding the  
21 Mounting Bolt Defect due to: pre-production testing; design failure-mode analysis; aggregate  
22 part sales; consumer complaints about the Mounting Bolt Defect to Defendant’s dealers;  
23 customer complaints made directly to Ford; dealer audits; aggregate warranty information;  
24 consumer complaints to NHTSA (see Ex. 1); consumer complaints on websites and internet  
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1 forums; testing done in response to those complaints; dealership repair orders; and other internal  
2 sources of information about the Defect.

3 20. The Mounting Bolt Defect is material because, inter alia, it poses a safety  
4 concern. As attested by Class Members in complaints to NHTSA and online forums, the rear axle  
5 horizontal mounting bolt can suddenly fail, causing total loss of control of the Class Vehicle  
6 while driving, including the inability to maintain steering, braking, speed control, and  
7 responsiveness to safety threats, greatly increasing risk of collision.

8 21. Defendant's failure to disclose the Mounting Bolt Defect and its associated safety  
9 risks has caused Plaintiffs and putative class members to lose the use of their vehicles and/or  
10 incur costly repairs that have conferred an unjust substantial benefit upon Defendant.

11 22. Discovery will show that, in an effort to conceal the Mounting Bolt Defect,  
12 Defendant has instructed dealers to tell consumers their vehicles are "operating normally" or  
13 "operating as intended" when they are not. This is a common practice in the automotive industry.  
14 By denying the existence of a defect, manufacturers can play on the consumers' lack of technical  
15 expertise and avoid implementing potentially costly fixes for years, or at least until the vehicles  
16 are out of warranty. When remedial measures are taken, they are often through the issuance of  
17 service bulletins provided only to dealers that are narrowly crafted and underinclusive, as  
18 occurred here and set forth infra.

19 23. Had Defendant disclosed the Mounting Bolt Defect, Plaintiffs and Class Members  
20 would not have purchased or leased the Class Vehicles, would have paid less for them, or would  
21 have required Defendant to replace, or pay for the replacement of, the defective rear subframe  
22 assemblies with a non-defective version before their warranty periods expired.

## 23 THE PARTIES

### 24 **Plaintiffs John Collier and Krysta Renfro**

25 24. Plaintiffs John Collier and Krysta Renfro are Washington citizens residing in  
26 Olympia, Washington.

1           25.     On or around October 19, 2021, Plaintiffs Collier and Renfro purchased a new  
2 2021 Ford Explorer ST from Mullinax Ford of Olympia LLC, an authorized Ford dealership  
3 located in Olympia, Washington.

4           26.     Plaintiffs Collier and Renfro purchased their vehicle primarily for personal,  
5 family, or household use.

6           27.     Safety, reliability, and quality of the vehicle and its components were important  
7 factors in Plaintiffs Collier and Renfro's decision to purchase their vehicle. Before making their  
8 purchase, Plaintiffs Collier and Renfro researched the 2021 Ford Explorer ST online, by  
9 reviewing Ford's website, on which they "built" an Explorer to see various options, and the  
10 dealership's website. At the dealership, Plaintiffs Collier and Renfro also reviewed the vehicle's  
11 Monroney Sticker or "window sticker," which listed official information about the vehicle as  
12 well as various safety features. At no time did Ford or any employee of Mullinax Ford disclose  
13 the Defect. Accordingly, Plaintiffs Collier and Renfro believed that the 2021 Ford Explorer ST  
14 would be a safe and reliable vehicle.

15           28.     Defendant's omissions were material to Plaintiffs Collier and Renfro. Had  
16 Defendant disclosed its knowledge of the Mounting Bolt Defect before they purchased their  
17 vehicle, Plaintiffs Collier and Renfro would have seen and been aware of the disclosures.  
18 Furthermore, had they known of the Mounting Bolt Defect, Plaintiffs Collier and Renfro would  
19 not have purchased their vehicle or would have insisted Ford repair the defect.

20           29.     Over the Labor Day weekend in September 2022, Plaintiff Collier was driving  
21 Plaintiffs' vehicle at about 70 miles per hour on the freeway when the vehicle began to lose  
22 power. Plaintiff Collier managed to pull over on the side of the highway and attempted to put the  
23 vehicle in park. While doing so, he heard a very loud noise. The vehicle would not stay in park,  
24 instead rolling backwards, forcing Plaintiff Collier to use the emergency brake. When he got out  
25 of the vehicle and went to look at the back of the vehicle, he saw a broken seal on the rear  
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1 differential and smoke coming from the underside of the vehicle. At the time of the incident, the  
2 vehicle had approximately 15,000 miles on the odometer.

3 30. On September 6, 2022, Plaintiff Collier had the vehicle towed to Mullinax Ford  
4 for diagnosis and repair. The dealership diagnosed the problem as a fracture of the rear axle bolt.  
5 As a result of the fracture, the driveline had separated from the rear differential and rear axle,  
6 damaging both. Ultimately, the dealership installed a new driveline and differential, as well as  
7 CV axles under warranty. In addition, the 2022 Recall was performed on the vehicle. However,  
8 the recall repair consisted only of a software update to engage the parking brake and prevent  
9 rollaway. The vehicle was returned to Plaintiffs Collier and Renfro on October 17, 2022.

10 31. On approximately May 28, 2023, Plaintiff Renfro was driving the vehicle on a  
11 trip to Las Vegas. When she attempted to accelerate the vehicle from a stop at a traffic light, she  
12 heard a loud clunk and the vehicle refused to move. She managed to push the vehicle to the side  
13 of the road. At the time of the incident, the vehicle had approximately 26,639 miles on the  
14 odometer.

15 32. Plaintiff Renfro had the vehicle towed to Friendly Ford, an authorized Ford  
16 dealership located in Las Vegas, Nevada. The dealership ultimately diagnosed the vehicle as  
17 needing replacement of the rear subframe bushing and the rear axle horizontal mounting bolt,  
18 which had fractured again. The dealership also noticed damage to the CV axle and the driveshaft.  
19 The vehicle also required repair to the front suspension. After the vehicle was repaired, the 2022  
20 Recall was again performed.

21 33. Plaintiffs Collier and Renfro have not received a permanent repair under warranty,  
22 and their vehicle continues to exhibit the Mounting Bolt Defect.

23 34. As a result of the Mounting Bolt Defect, Plaintiffs Collier and Renfro have lost  
24 confidence in the ability of their Class Vehicle to provide safe and reliable transportation for  
25 ordinary and advertised purposes. Further, Plaintiffs Collier and Renfro will be unable to rely on  
26

1 the Class Vehicles' advertising or labeling in the future, and so will not purchase or lease another  
2 Ford vehicle, although they would like to do so.

3 35. At all times, Plaintiffs Collier and Renfro have driven and maintained their vehicle  
4 foreseeably, in a manner consistent with Ford's instructions, and consistent with their vehicle's  
5 intended use.

6 **Defendant Ford Motor Company**

7 36. Defendant Ford Motor Company is a corporation organized and in existence under  
8 the laws of the State of Delaware and registered to do business in the states of Delaware,  
9 California, Maryland, and Virginia. Ford is headquartered in Dearborn, Michigan.

10 37. Ford is responsible for manufacturing, sales, marketing, service, distribution,  
11 import, and export of Ford-branded products, including vehicles and parts, in the United States.  
12 Ford is also the warrantor and distributor of Ford vehicles, including the Class Vehicles,  
13 throughout the United States.

14 38. In order to sell vehicles to the general public, Ford enters into agreements with  
15 authorized dealerships who engage in retail sales with consumers such as Plaintiffs. In return for  
16 the exclusive right to sell new Ford-branded vehicles, authorized dealerships are also permitted  
17 to service and repair these vehicles under the warranties Ford provides directly to consumers who  
18 purchased new vehicles from the authorized dealerships. All service and repair at an authorized  
19 dealership is completed according to Ford instructions, issued through service manuals, TSBs,  
20 and other documents. Per the agreements between Ford and the authorized dealers, consumers  
21 like Plaintiffs are able to receive services under Ford's issued warranty at dealer locations that  
22 are convenient to them. These agreements provide Ford with a significant amount of control over  
23 the actions of the authorized dealerships. For example, discovery will show, Ford employees are  
24  
25  
26



1 appointed as managers for particular regions of the United States and their responsibilities  
2 include managing the day-to-day operations of the dealerships located within their regions.

3 39. Discovery will also show that Ford also developed and disseminated the owner's  
4 manual and warranty booklets, advertisements, and other promotional material relating to the  
5 Class Vehicles. Defendant is also responsible for the production and content of the information  
6 on the Monroney Stickers.

7 40. Defendant is the drafter of the warranties it provides to consumers nationwide, the  
8 terms of which unreasonably favor Defendant. Consumers are not given a meaningful choice in  
9 the terms of the warranties provided by Defendant, and those warranties are offered on a "take it  
10 or leave it" basis.

### 11 JURISDICTION AND VENUE

12 41. This Court has subject matter jurisdiction under the Class Action Fairness Act of  
13 2005 ("CAFA"), 28 U.S.C. §§ 1332(d), because the putative class numbers more than 100, the  
14 aggregate amount in controversy exceeds \$5,000,000 excluding costs and interest, and at least  
15 one plaintiff—including Plaintiffs Collier and Renfro—is a citizen of a different state than  
16 Defendant. This Court has supplemental jurisdiction over the state law claims alleged herein  
17 under 28 U.S.C. § 1367.

18 42. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial  
19 part of the events or omissions giving rise to Plaintiffs' claims occurred in this District. Ford has  
20 marketed, advertised, and sold Class Vehicles in this District, including those purchased by  
21 Plaintiffs Collier and Renfro, and otherwise conducted extensive business in this District, causing  
22 harm to additional Class Members residing in this District.

### 23 FACTUAL ALLEGATIONS

24 43. Defendant designed, manufactured, distributed, warranted, and marketed the  
25 Class Vehicles. According to publicly available information, consumers purchased more than  
26

1 400,000 Class Vehicles, and discovery will show that many thousands of these were purchased  
2 in Washington.

3 44. Defendant provided all purchasers or lessees of the Class Vehicles with the  
4 NVLW. The terms of this warranty are non-negotiable, and Defendant exercises sole authority  
5 in determining whether and to what extent a particular repair is covered under the warranties it  
6 offers.

7 45. The NVLW provided by Ford includes basic bumper to bumper warranty  
8 coverage, and states, in relevant part:

9  
10 Your NEW VEHICLE LIMITED WARRANTY gives you specific legal  
11 rights. You may have other rights that vary from state to state. Under your  
New Vehicle Limited Warranty if:

12 - your Ford vehicle is properly operated and maintained, and

13 - was taken to a Ford dealership for a warranted repair during the warranty  
14 period,

15 then authorized Ford Motor Company dealers will, without charge, repair,  
16 replace, or adjust all parts on your vehicle that malfunction or fail during  
17 normal use during the applicable coverage period due to a manufacturing  
defect in factory-supplied materials or factory workmanship.

18 46. “The subframe is a critical element between the road loads and the passenger  
19 compartment. It acts as a mount structure for the suspension and it reacts to vehicle travel on  
20 corners, on bumps, and acceleration and braking.”<sup>2</sup> The subframe is the structure below the frame  
21 to which the suspension, axles and drivetrain components are mounted. The purpose of the  
22 subframe is to spread the load of the frame over a wider area and dampen the vibrations of the  
23 powertrain such that they do not reach the passenger compartment. In order to accomplish these  
24 tasks, the subframe is subject to torsional (or twisting) loads, and as such, needs to be made of  
25

26 <sup>2</sup> Aluminum Extruders Council, “Subframes & Engine Cradles” available at: <https://aec.org/page/subframes-engine-cradles#:~:text=The%20subframe%20is%20the%20structure,axle%2C%20suspension%2C%20and%20powertrain>  
(last accessed Mar. 8, 2023)

1 sufficient materials and mounted in such a way that those loads do not overwhelm, i.e. fracture  
2 or warp, those materials.

3 47. The subframe is an essential component to vehicle stability and dynamics and  
4 ultimately, the overall safety of vehicle, especially while in motion. The rear subframe is  
5 particularly critical for vehicles that are designed to send high torsional loads to the rear axle,  
6 including rear-wheel drive vehicles.

7 48. Symptoms of the deterioration of a rear subframe or its related components, such  
8 as bushings, due to high torsion include: wheel misalignments, which compromise the vehicle's  
9 responsiveness to steering; premature wear on suspension and drivetrain components; pulling to  
10 the side while braking; clunking or rattling noises, especially when going over bumps; loosening  
11 of the rear differential such that it may detach and damage the suspension or drivetrain  
12 components; and catastrophic failure, in which the rear subframe itself and attached components  
13 like the rear axle detach from the vehicle while in motion.

14 49. The defective single-bolt assembly is pictured below.

15 Fig. 1 – Rear Subframe Assembly with One Rear Axle Mounting Bolt



Fig. 2 – Close Up of One Rear Axle Mounting Bolt in Fig. 1, as Attached to Vehicle



50. Discovery will show that all Class Vehicles' rear subframe Assemblies are designed, manufactured, and installed by Defendant in substantially the same manner.

51. Discovery will confirm that the Mounting Bolt Defect in all Class Vehicles is caused by improperly designed, manufactured, and/or installed rear subframe Assemblies in the Class Vehicles, including the use of only one bolt.

52. The Mounting Bolt Defect is inherent in, and the same for, all Class Vehicles.

53. Discovery will show that Defendant was aware of material facts regarding the Mounting Bolt Defect, in particular as a result of pre-production testing, manufacturing quality control audits, and early post-sale complaints by consumers who purchased the Class Vehicles and experienced the Mounting Bolt Defect. Despite this knowledge, Defendant failed to disclose the Mounting Bolt Defect and its associated safety risk to consumers. As a result of this failure, Plaintiffs and Class Members have been damaged.

54. In 2020, Ford released a performance-oriented trim, the Ford Explorer ST. Demonstrating that it is practicable to build the Explorer safely, the rear subframes in some of

1 these vehicles were designed and manufactured properly because Ford used two rear axle  
2 horizontal mounting bolts, as pictured below:

3 Fig. 3 – Rear Subframe Assembly with Two Rear Axle Mounting Bolts



13 Fig. 4 – Close Up of Two Rear Axle Mounting Bolts in Fig. 2, as Attached to Vehicle



22 55. Indeed, Ford marketed the Class Vehicles as not only being capable of providing  
23 safe and reliable transportation, in broadcast commercials on television and on the internet, but  
24 also as “Built for Life’s Adventures . . . empowering adventure-seekers and active families to  
25 pack up their gear, load up the gang, and head out.”  
26

1           56. In particular, Ford touted that the all new 2020 Explorer came with a functional  
2 rear-wheel drive or all-wheel drive which would provide “Dynamic on- and off-road capability”  
3 and “exceptional towing capacity.” As described by Ford, these were “just some of the reasons  
4 we switched the 2020 Ford Explorer to a new RWD architecture.”

5           57. Ford also described the 2.3L EcoBoost engine as having an “overboost function  
6 that lifts output on every gear change,” with more horsepower and more towing capacity, up to  
7 3,000 lbs., than previous iterations. The 3.0L engine was described as having best-in-class torque  
8 for the enhanced engine and being able to “merg[e] onto the highway. Or pass[] on a two-lane.  
9 You have the capability you need, whenever you need it.” This engine was included on the Ford  
10 Explorer ST trim, which was also described as being “tuned by engineers at Ford Performance,”  
11 with 415-lb-ft of torque and sport tuned suspension for an “even more engaging driving  
12 experience.” However, at no time did Ford reveal this performance, or even the basic ability of  
13 the vehicle to be driven without the rear subframe becoming detached, would be undermined by  
14 the use of an inferior subframe attached with a single bolt.

15           58. For the 2021 Ford Explorer, Ford advertised that the vehicle was a 2020 IIHS Top  
16 Safety Pick Plus winner that “help get you where you want to go,” without revealing the Defect  
17 or its associated safety risk. Again, vehicles with the 3.0L engine were promoted as having “best-  
18 in-class V6 horsepower and torque [that] gives you the commanding performance you’re looking  
19 for.” Vehicles with the 2.3L engine were promised more horsepower and more towing capacity.  
20 At no time did Ford mention that the power and torque provided by the engines could and would  
21 displace, warp, or break the horizontal bolt on the rear subframe, distort or destroy the bushings  
22 on the subframe (which mitigate vibration), damage the rear axle of the vehicle, disconnect the  
23 rear differential, and/or damage drive train components.



**The Mounting Bolt Defect Poses an Unreasonable Safety Hazard**

59. The Mounting Bolt Defect poses an unreasonable safety hazard. The Mounting Bolt Defect can cause drivers to lose control of their Class Vehicles while driving, which in turn increases the likelihood of collision.

60. Federal law requires automakers like Defendant to be in close contact with NHTSA regarding potential automobile defects, and it imposes a legal requirement (backed by criminal penalties) compelling automakers to make confidential disclosure of defects and related data to NHTSA, including field reports, customer complaints, and warranty data. *See TREAD Act*, Pub. L. No. 106-414, 114 Stat.1800 (2000).

61. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including those that are safety related. *Id.* Thus, Defendant knew or should have known of the many complaints about the Mounting Bolt Defect logged by the NHTSA Office of Defects Investigation (ODI). *See* Exhibit 1 attached. The content, consistency, and disproportionate number of these complaints alerted, or should have alerted, Defendant to the Mounting Bolt Defect.

62. With respect solely to the Class Vehicles, the following are but a few examples of the many complaints concerning the Mounting Bolt Defect available through NHTSA's website, [www.safercar.gov](http://www.safercar.gov). *See* Ex. 1. These complaints further demonstrate that Ford was or should have been aware of the Mounting Bolt Defect.

63. Similarly, complaints posted by consumers in internet forums demonstrate that the defect is widespread and dangerous and that it can manifest without warning. The complaints also indicate Defendant's awareness of the problems with the rear subframe and how potentially dangerous the Defect is for consumers, not only to the extent such complaints reference contact

1 with Defendant itself, but also because Ford employs staff to monitor the perception of the brand.  
2 *See* Ex. 1.

3 **Defendant Had Superior and Exclusive Knowledge of the Mounting Bolt Defect**

4 64. Defendant had superior and exclusive knowledge of the Mounting Bolt Defect  
5 and knew or should have known that the Defect was not known or reasonably discoverable by  
6 Plaintiffs and Class Members before they purchased or leased the Class Vehicles.

7 65. Discovery will show that before Plaintiffs purchased their Class Vehicles, and  
8 since at least 2019, Defendant knew the Class Vehicles required two rear axle mounting bolts.  
9 Since at least the beginning of 2020 (and likely since 2018 or 2019, when Ford would have had  
10 testing data), Defendant knew about the Mounting Bolt Defect through sources not available to  
11 consumers, including pre-release testing data, early consumer complaints to Defendant and its  
12 dealers, high failure rates and replacement part sales data, consumer complaints to NHTSA  
13 (which Defendant monitors) (*see* Ex. 1), and through other aggregate data from Defendant's  
14 dealers about the problem. The TSBs developed by Defendant to address the Mounting Bolt  
15 Defect also demonstrate Defendant's knowledge: TSBs are issued exclusively to Defendant's  
16 dealerships and service providers and are not disseminated to consumers, even if their vehicles  
17 receive services as outlined in the bulletins.

18 66. While designing, manufacturing, engineering, and testing Class Vehicles in  
19 advance of the vehicles' release, Ford would have gained comprehensive and exclusive  
20 knowledge about what was needed for the rear subframe on the re-designed 2020 Ford Explorer  
21 to withstand the output of the vehicles' engines. Adequate and industry-standard pre-release  
22 analysis of the design, engineering, and manufacture of these vehicles for durability would have  
23 revealed to Ford that the design and/or manufacture of the vehicles with the inferior subframe  
24 attached with a single horizontal bolt was insufficient to keep the vehicle intact.

25 67. Defendant is experienced in the design and manufacture of consumer vehicles. As  
26 an experienced manufacturer, Defendant conducts tests, including pre-sale durability testing, on



1 incoming components, including the rear subframe and the bolts by which the rear subframe is  
 2 attached, to verify the parts are free from defect and align with Defendant's specifications.<sup>3</sup> Thus,  
 3 Defendant knew or should have known the rear subframe was defective and prone to putting  
 4 drivers in a dangerous position due to the inherent risks of the Mounting Bolt Defect.

5 68. Ford touts its extensive pre-production testing, both in the United States at its  
 6 Michigan and Arizona Proving Grounds, and at testing centers throughout the world, including  
 7 in the United Arab Emirates, Thailand, China, Australia, and India. Indeed, pre-production  
 8 durability testing of the vehicles with Ford's Total Durability Cycle necessarily would have  
 9 revealed the Defect and its associated safety risk. Despite this, Ford manufactured hundreds of  
 10 thousands of vehicles with the defective rear subframe, including the Class Vehicles.

11 69. Additionally, discovery will show that Defendant knew of the impact of the  
 12 Defect from the sheer number of reports it received from dealerships. Defendant's customer  
 13 relations department, which interacts with individual dealerships to identify potential common  
 14 defects, has received numerous reports regarding the Defect, which led to the release of TSBs  
 15 and other dealer communications. Defendant's customer relations department also collects and  
 16 analyzes field data including, but not limited to, repair requests made at dealerships, technical  
 17 reports prepared by engineers who have reviewed vehicles for which warranty coverage is being  
 18 requested, parts sales reports, and warranty claims data.

19 70. Defendant's warranty department similarly analyzes and collects data submitted  
 20 by its dealerships to identify warranty trends in its vehicles. It is Defendant's policy that when a  
 21 repair is made under warranty, the dealership must provide Defendant with detailed  
 22 documentation of the problem and a complete disclosure of the repairs employed to correct it.  
 23 Dealerships have an incentive to provide detailed information to Defendant because they will not

24  
 25  
 26 <sup>3</sup> Akweli Parker, *How Car Testing Works*, HOWSTUFFWORKS.COM, <http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm> ("The idea behind car testing is that it allows manufactures to work out all the kinks and potential problems of a model before it goes into full production.") (last visited June 6, 2022).

1 be reimbursed for any repairs unless the justification for reimbursement is sufficiently  
2 documented.

3 71. Ford first issued Special Service Message (“SSM”) 50471 in February 2022 for  
4 Model Year (“MY”) 2020–2022 Ford Explorer vehicles, advising that “[s]ome 2020-2022  
5 Explorer vehicles may exhibit a rear axle mounting bolt that has broken.” Ford explained that,  
6 “[i]n order to correct the condition, the rear subframe, differential cover, and mounting bolts will  
7 need to be replaced in addition to any other damaged components.”

8 72. On April 14, 2022, Ford issued a Safety Recall Report (Manufacturer Recall No.  
9 22S27) recalling 2020–2022 Ford Explorer 2.3L RWD / 3.0L PHEV / 3.3 L FHEV Retail / 3.0L  
10 ST gas vehicles.<sup>4</sup> The Safety Recall Report (“Recall” or “2022 Recall”) explained that the  
11 affected vehicles are “equipped with suspect rear axle bolts and and [sic] an older version of  
12 Electronic Park Brake Software.”

13 73. The Recall described the Defect as follows:

14 Affected vehicles were built with a 3-point mounted axle  
15 design. On some units the rear axle horizontal mounting bolt  
16 may fracture. Powertrain torque through the driveline causes  
17 axle rotation of the pinion angled towards the subframe,  
18 which exerts a bending force on the rear axle bolt. Peak  
19 torque is normally experienced during a launch event. After  
20 numerous peak torque events are experienced, the bolt may  
21 suffer a fatigue failure, which will lead to the axle housing  
22 moving out of position, resulting in a condition described by  
23 customers and dealer technicians variably as loud, grinding,  
24 binding, or clunking noises.

25 74. The Recall describes the safety risk of this defect as follows:

26 If the rear axle bolt breaks, the driveshaft/half shafts may  
become disconnected, resulting in loss of transmission  
torque to the rear wheels which is necessary to hold the  
vehicle in park. If the parking brake is not applied, the loss  
of the primary park torque will allow the vehicle to roll in  
park increasing the risk of crash and injury.

<sup>4</sup> Recall No. 22S27 also included two types of Ford Explorer police vehicles that are not sold to the general public and are not a part of this Complaint.

1           75. The above-described issues occurs without warning according to the Safety  
 2 Report (“Identification of Any Warning that can Occur: NA”). The Remedy Program initiated  
 3 as part of the recall merely instructs affected vehicle owners to take their vehicle to a Ford or  
 4 Lincoln dealer to have the PCM software updated to engage the Electronic Park Brake when Park  
 5 is commanded.”

6           76. In June 2022, Ford began Customer Satisfaction Program 22N06, which provided  
 7 a “one-time repair (if needed) to the parts required to replace a rear subframe bushing and axle  
 8 cover due to a rear axle bolt bending and fracturing for ten (10) years of service or 150,000 miles  
 9 from the warranty start date of the vehicle, whichever occurs first.”

10           77. On April 19, 2022, Ford issued a Delivery Hold to all U.S. Ford and Lincoln  
 11 Dealers pursuant to the Recall that stated, “[i]n some of the affected vehicles, the rear axle  
 12 mounting bolt may fracture during vehicle acceleration. A fractured rear axle bolt will allow the  
 13 rear axle housing to move out of position, resulting in severe noise and vibration.” If the  
 14 driveshaft/half shafts become disconnected and there is loss of transmission torque to the rear  
 15 wheels, there could be a consequential loss of power while the vehicle is being driven. The driver  
 16 could also lose complete control of the vehicle. This vastly increases the risk of safety hazards,  
 17 including collisions. In such cases, a software update that engages the Electronic Parking Brake  
 18 when in Park does nothing to remedy the defect, and a one-time repair that is only provided once  
 19 the bolt has already fractured requires consumers to brave the safety risks before an adequate  
 20 remedy is provided under warranty. Discovery will show that the problem persists despite Ford’s  
 21 software update Recall, as a result of the Defect as described herein.

22           78. The Recall also included a Chronology of Defect/Noncompliance Determination  
 23 (the “Chronology”). Per the Chronology, Ford was undeniably aware of the Mounting Bolt  
 24 Defect as early as August 2021 when it reviewed warranty claims.

25           79. On March 30, 2023, Ford issued a second recall related to the Defect, for 2020–  
 26 2022 2.L rear-wheel drive, 3.3L, 3.3 Hybrid, and 3.0L ST Ford Explorers that did not receive the

1 previous recall despite having their vehicles serviced for the 2022 Recall Ford acknowledged that  
2 these vehicles in Recall 23V-199 “received a previous Powertrain Control Module update which  
3 did not include an Electronic Parking Brake apply when the vehicle was shifted into park, as  
4 intended.” Ford listed the cause of this as “[t]he recall program was launched before all the  
5 software calibrations were available for dealers.” According to the chronology submitted with  
6 the recall, Ford became aware of this problem in January 2023.

7 80. On June 20, 2023, NHTSA opened an investigation into rear- axle- bolt failures  
8 in 2020–2022 Ford Explorers. NHTSA estimated there were 710,253 of these vehicles. NHTSA  
9 noted that the previous recalls “addressed the rear axle horizontal mounting bolt that may fracture  
10 and cause the driveshaft to disconnect. The fracturing of the rear axle bolt can allow the rear  
11 axle housing to move out of position, resulting in severe noise, vibration and/or a disconnected  
12 driveshaft . . . . Ford’s remedy was to add a software update which automatically applies the  
13 electronic service parking brake to keep the vehicle from rolling away in the event of a driveshaft  
14 failure. However, **there is no safety remedy addressing the failed rear axle horizontal**  
15 **mounting bolt which is the basis of this safety issue and the cause of the impaired vehicle.”**  
16 (emphasis added)

17 81. NHTSA had opened the investigation after receiving two reports of consumers  
18 alleging motive power loss or loss of transmission torque as a result of the rear- axle- bolt failures,  
19 despite having been serviced by the recalls. In fact, Class Members made multiple reports to  
20 NHTSA regarding problems they experienced as a result of their Class Vehicles receiving the  
21 Recall. *See* Ex. 1.

22 82. However, Ford was aware in at least 2019, and likely several years before, that  
23 the Class Vehicles required the two rear axle mounting bolts, as evidenced by Ford’s presale  
24 design and testing of the 2020 Ford Explorer ST, the specs for which—researched and created  
25 by Ford itself—required two rear axle mounting bolts, *exactly the design and manufacture Ford*  
26 *should have used in the Class Vehicles* in the manufacturing process.

83. Discovery will show that each TSB, customer satisfaction program, and service action issued by Defendant was approved by managers, directors, or executives at Ford. Therefore, discovery will show that Defendant's managers, directors, or executives knew, or should have known, about the Mounting Bolt Defect, but refused to disclose the Mounting Bolt Defect to prospective purchasers and owners, and/or actively concealed the Mounting Bolt Defect.

84. The existence of the Mounting Bolt Defect is a material fact that a reasonable consumer would consider when deciding whether to purchase or lease a Class Vehicle. *See* Ex. 1 (complaints to NHTSA from consumers regarding the Mounting Bolt Defect). Had Plaintiffs and other Class Members known of the Mounting Bolt Defect, they would have paid less for the Class Vehicles or would not have purchased or leased them at all.

85. Reasonable consumers, like Plaintiffs, expect that a vehicle's rear subframe is safe, will function in a manner that will not pose a safety risk and will stay securely fastened, and is free from defects. Plaintiffs and Class Members further reasonably expect that Defendant will not sell or lease vehicles with known safety defects, such as the Mounting Bolt Defect, and will disclose any such defects to its consumers when it learns of them. They did not expect Defendant to conceal and fail to disclose the Mounting Bolt Defect to them and to then continually deny its existence.

**Defendant Has Actively Concealed the Mounting Bolt Defect**

86. Despite its knowledge of the Mounting Bolt Defect in the Class Vehicles, Defendant actively concealed the existence and nature of the Defect from Plaintiffs and Class Members. Specifically, Defendant failed to disclose or actively concealed at and after the time of purchase, lease, or repair:

- (a) any and all known material defects or material nonconformity of the Class Vehicles, including the defects pertaining to the rear subframe;

(b) that the Class Vehicles, including the rear subframe, were not in good working order, were defective, and were not fit for their intended purposes; and

(c) that the Class Vehicles and their rear subframes were defective, despite the fact that Defendant learned of such defects as early as 2019, if not earlier.

87. Discovery will show that when consumers present their Class Vehicles to an authorized Defendant's dealer for rear subframe repairs, rather than repair the problem under warranty, Defendant's dealers either inform consumers that their vehicles are functioning properly or conduct repairs that merely mask the Mounting Bolt Defect. For example, dealers will perform a software update, and they will replace the rear subframe only once and only if the rear subframe bolt fails.

88. Defendant has caused Plaintiffs and Class Members to expend money and/or time to diagnose, repair or replace the Class Vehicles' rear subframe and/or related components, despite Defendant's knowledge of the Mounting Bolt Defect.

**Defendant Has Unjustly Retained a Substantial Benefit**

89. Discovery will show that Defendant unlawfully failed to disclose the Defect to induce Plaintiffs and other putative Class Members to purchase or lease the Class Vehicles.

90. Defendant thus engaged in deceptive acts or practices pertaining to all transactions involving the Class Vehicles, including Plaintiffs' and Class Members' purchases or leases.

91. As discussed above, therefore, Defendant unlawfully induced Plaintiffs to purchase or lease their Class Vehicles by concealing a material fact (the defective rear subframe), and they would have paid less for the Class Vehicle, or not purchased it at all, had they known of the Defect.

1           92.     Accordingly, Defendant should be ordered to disgorge its ill-gotten gains: benefits  
 2 accrued in the form of increased sales and profits resulting from the material omissions that did—  
 3 and likely will continue to—deceive consumers.

4     **The Vehicle Warranties Instruct Plaintiffs to Seek Repairs at Authorized Dealerships**

5           93.     To sell vehicles to the general public, Ford enters into agreements with its  
 6 networks of authorized dealerships to engage in retail sales with consumers such as Plaintiffs  
 7 while also advertising the warranties it provides directly to consumers when they purchase a  
 8 Ford-branded vehicle from the authorized dealership. These agreements specifically authorize  
 9 the dealerships to act in Ford's stead to provide repairs under the warranties Ford provides  
 10 directly to consumers. Accordingly, discovery will show, particularly the dealership agreements  
 11 between Defendant Ford and third-party dealerships, that Defendant Ford has authorized these  
 12 dealerships to be its agents for the purposes of warranty repairs to provide warranty repairs on  
 13 its behalf, including diagnosis of whether warranty repairs are required., and as such, the  
 14 consumers are third-party beneficiaries of these dealership agreements because they benefit from  
 15 being able to purchase vehicles and receive warranty repairs locally. Discovery will show that  
 16 because Plaintiffs and members of the Class are third-party beneficiaries of the dealership  
 17 agreement which create an implied warranty of merchantability of the goods being sold by these  
 18 authorized dealerships, they may avail themselves of the implied warranty against Defendant.  
 19 This is true because third-party beneficiaries to contracts between other parties that create an  
 20 implied warranty of merchantability may avail themselves of the implied warranty. *See In re*  
 21 *Toyota Motor Corp. Unintended Acceleration Mktg., Sales Practices, & Prod. Liab. Litig.*, 754  
 22 F. Supp. 2d 1145, 1185 (C.D. Cal. 2010).

23           94.     Plaintiffs and each of the members of the Class are the intended beneficiaries of  
 24 the express and implied warranties that accompany each Class Vehicle. The dealers were not  
 25 intended to be the ultimate consumers of the Class Vehicles, and they have no rights under the  
 26 warranty agreements provided by Ford. These warranties were designed for and intended to

1 benefit the consumers only. The consumers are the true intended beneficiaries of the express and  
2 implied warranties, and the consumers may therefore avail themselves of those warranties.

3 95. Ford issued the express warranty to Plaintiffs and the Class Members. Ford also  
4 developed and disseminated the owner's manuals and warranty booklets that direct consumers  
5 to take their vehicles to authorized dealerships for diagnosis and repair. Ford also developed and  
6 disseminated the advertisements, such as vehicle brochures and television commercials, and  
7 other promotional materials relating to the Class Vehicles, which promoted the terms of the  
8 warranties that they issue with the sale of each Class Vehicle. Ford is also responsible for the  
9 content of the Monroney Stickers on its vehicles. Because Ford issues the express warranties  
10 directly to consumers, Plaintiffs and Class Members are in direct privity with Ford with respect  
11 to the warranties.

12 96. In promoting, selling, and repairing their defective vehicles, Defendant authorizes  
13 dealerships to provide repairs that are the responsibility of Ford to provide under Ford's  
14 warranties. Ford fulfills its responsibilities under the warranties by, among other things, requiring  
15 the following:

- 16 (a) The authorized dealerships complete all service and repair according to  
17 instructions disseminated directly to them by Ford, including service  
18 manuals, TSBs, SSMs, and other documents drafted by Ford;
- 19 (b) Technicians at the dealerships are required to attend Ford-given trainings  
20 yearly in order to remain certified to work on Ford-branded vehicles, at  
21 which they receive training on proprietary systems and are provided step-  
22 by-step instructions on diagnosing and repairing Ford-branded vehicles;
- 23 (c) Consumers are able to receive services under Ford's issued NVLW only  
24 at authorized dealerships, and they are able to receive these services  
25 because of the agreements between Ford and the authorized dealers;  
26



- 1 (d) The warranties provided by Ford for the defective vehicles direct  
 2 consumers to take their vehicles to authorized dealerships for repairs or  
 3 services;
- 4 (e) Ford manages the way dealers can respond to complaints and inquiries  
 5 concerning defective vehicles, and the dealerships are able to perform  
 6 repairs under warranty only with Ford's authorization;
- 7 (f) Ford has entered into agreements and understandings with their authorized  
 8 dealers pursuant to which they manage the dealers' interaction with the  
 9 public, including the advertising of the Class Vehicles, the terms and  
 10 conditions of the express warranties, and the terms under which consumers  
 11 may avail themselves of the remedies under those express warranties; and
- 12 (g) Ford implemented its express and implied warranties as they relate to the  
 13 Defect alleged herein by instructing authorized Ford dealerships to address  
 14 complaints of the Defect by prescribing and implementing the relevant  
 15 TSBs and the Recall cited herein.
- 16 (h) Indeed, the Ford warranty booklet makes it abundantly clear that only its  
 17 authorized dealerships can provide warranty service. The booklets, which  
 18 are plainly written for the consumers, not the dealerships, tell consumers  
 19 that to obtain warranty service, their Ford vehicle must be "taken to a Ford  
 20 dealership for a warranted repair during the warranty period." (Ford  
 21 Warranty).

### 22 **TOLLING OF THE STATUTES OF LIMITATION**

23 97. Any applicable statute of limitations has been tolled by Defendant's knowing and  
 24 active concealment of the Mounting Bolt Defect and misrepresentations and omissions alleged  
 25 herein. Through no fault or lack of diligence, Plaintiffs and members of the Class were deceived  
 26 regarding the Class Vehicles and could not reasonably discover the Mounting Bolt Defect or

1 Defendant's deception with respect to the Mounting Bolt Defect. Defendant and its agents  
2 continue to deny the existence and extent of the Mounting Bolt Defect, even when questioned by  
3 Plaintiffs and members of the Class. Instead, Defendant decided to release an ineffective software  
4 update as a "recall" for the Mounting Bolt Defect.

5 98. Plaintiffs and members of the Class did not discover and did not know of any facts  
6 that would have caused a reasonable person to suspect that Defendant was concealing a defect  
7 and/or that the Class Vehicles contained the Mounting Bolt Defect and the corresponding safety  
8 risk. As alleged herein, the existence of the Mounting Bolt Defect was material to Plaintiffs and  
9 members of the Class at all relevant times. Within the time period of any applicable statutes of  
10 limitations, Plaintiffs and members of the Class could not have discovered through the exercise  
11 of reasonable diligence the existence of the Mounting Bolt Defect or that the Defendant was  
12 concealing the Mounting Bolt Defect.

13 99. At all times, Defendant is and was under a continuous duty to disclose to Plaintiffs  
14 and members of the Class the true standard, quality, and grade of the Class Vehicles and to  
15 disclose the Mounting Bolt Defect and corresponding safety risk due to its exclusive and superior  
16 knowledge of the existence and extent of the Mounting Bolt Defect in Class Vehicles.

17 100. Defendant knowingly, actively, and affirmatively concealed the facts alleged  
18 herein. Plaintiffs and members of the Class reasonably relied on Defendant's knowing, active,  
19 and affirmative concealment.

20 101. For these reasons, all applicable statutes of limitation have been tolled based on  
21 the discovery rule and Defendant's fraudulent concealment, and Defendant is estopped from  
22 relying on any statutes of limitations in defense of this action.

### 23 **CLASS ACTION ALLEGATIONS**

24 102. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others  
25 similarly situated as members of the proposed Class pursuant to Federal Rules of Civil Procedure  
26

23(a) and 23(b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

103. The Class is defined as:

**Nationwide Class:** All persons and entities in the United States who purchased or leased a Class Vehicle (the “Nationwide Class” or “Class”).

In the alternative, Plaintiffs bring claims on behalf of:

**Washington Class:** All persons and entities who purchased or leased a Class Vehicle in the State of Washington (the “Washington Class”).

104. Excluded from any proposed class is: (1) Defendant, any entity or division in which Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned, his or her immediate family members, and the Judge’s staff; and (3) any Judge who may hear an appeal of any judgment entered. Plaintiffs reserve the right to amend the Class definitions if discovery and further investigation reveal that the Class should be expanded or otherwise modified.

105. **Numerosity:** Although the exact number of Class Members is uncertain, and can be ascertained only through appropriate discovery, the number is significant enough such that joinder is impracticable, and numbers at least in the thousands. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are readily identifiable from information and records in Defendant’s possession, custody, or control, as well as from records kept by the Department of Motor Vehicles.

106. **Typicality:** Plaintiffs’ claims are typical of the claims of the Class in that Plaintiffs, like all Class Members, purchased or leased a Class Vehicle designed, manufactured, and distributed by Defendant. The representative Plaintiffs, like all Class Members, have been damaged by Defendant’s misconduct in that they have incurred or will incur the cost of repairing

1 or replacing the defective rear subframe and/or its components. Furthermore, the factual bases of  
 2 Defendant's misconduct are common to all Class Members and represent a common thread  
 3 resulting in injury to the Class.

4 107. Commonality: There is at least one question that is common to all proposed Class  
 5 Members, the answer to which will advance resolution of this litigation. For example:

- 6 (a) Whether Class Vehicles suffer from defects relating to the rear subframe;
- 7 (b) Whether the defect relating to the rear subframe constitutes an  
 8 unreasonable safety risk;
- 9 (c) Whether Defendant knew about the defect pertaining to the rear subframe  
 10 and, if so, how long Defendant has known of the defect;
- 11 (d) Whether the defective nature of the rear subframe constitutes a material  
 12 fact;
- 13 (e) Whether Defendant has had an ongoing duty to disclose the defective  
 14 nature of the rear subframe to Plaintiffs and Class Members;
- 15 (f) Whether Plaintiffs and the other Class Members are entitled to equitable  
 16 relief, including a preliminary and/or a permanent injunction;
- 17 (g) Whether Defendant knew or reasonably should have known of the defect  
 18 pertaining to the rear subframe before it sold and leased Class Vehicles to  
 19 Class Members;
- 20 (h) Whether Defendant should be declared financially responsible for  
 21 notifying the Class of problems with the Class Vehicles and for the costs  
 22 and expenses of repairing and replacing the defective rear subframe and/or  
 23 its components;
- 24 (i) Whether Defendant is obligated to inform Class Members of their right to  
 25 seek reimbursement for having paid to diagnose, repair, or replace their  
 26 defective rear subframe and/or its components;

- (j) Whether Defendant breached the implied warranty of merchantability under Washington law;
- (k) Whether Defendant breached their express warranties under Washington law;
- (l) Whether Defendant violated the consumer protection laws of Washington;
- (m) Whether Plaintiffs and Class Members are entitled to treble damages under the Washington Consumer Protection Act, RCW 19.86;
- (n) Whether Defendant breached the implied warranty of merchantability pursuant to the Magnuson-Moss Warranty Act; and
- (o) Whether Defendant breached express warranties pursuant to the Magnuson-Moss Warranty Act.

108. Adequate Representation: Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer protection and product defect class actions, and those attorneys intend to vigorously prosecute this action.

109. Predominance: As indicated above, there are numerous questions that will produce a uniform answer for all proposed Class Members. Such common answers are more important to the resolution of this litigation than the answer to any question that is individualized, and thus common questions predominate over any individualized inquiry.

110. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that it will conserve the resources of the courts and the litigants and promote consistency and efficiency of adjudication.

**COUNT I**

**Breach of Express Warranty**

**Wash. Rev. Code §§ 62A.2-313 and 62A.2A-210**

111. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1 through 110 above as if fully set forth herein.

112. Plaintiffs bring this count on behalf of themselves and the Class against Defendant.

113. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under Wash. Rev. Code §§ 62A.2-104(1) and 62A.2A-103(1)(t), and a “seller” of motor vehicles under § 62A.2-103(1)(d).

114. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

115. The Class Vehicles are and were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

116. The rear subframe assemblies were manufactured and/or installed in the Class Vehicles by Defendant and are covered by the express warranty.

117. Defendant provided all purchasers and lessees of the Class Vehicles with an express warranty described herein, which became a material part of the bargain. Accordingly, Ford’s express warranty is an express warranty under Washington law.

118. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship” so long the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

119. Ford further provides powertrain warranty coverage, which is applicable to the engine and drivetrain, including axle shafts, rear bearings, drive axle housing (which includes internal parts, driveshaft, retainers, supports, seals, gaskets, universal and constant velocity

1 joints), as well as the components in the transmission, including the torque converter. This  
2 coverage applies for 5-years or up to 60,000 miles, whichever comes first.

3 120. For certified pre-owned (“CPO”) Vehicles, Ford offers an additional limited  
4 warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

5 121. Ford’s CPO Vehicle Warranty states that a dealer will replace “all covered  
6 components . . . that are found to be defective in factory-supplied materials or workmanship  
7 during the applicable warranty periods.” The engine and its components—including the cylinder  
8 block and cylinder heads—are included in Ford’s list of “covered components.”

9 122. Ford manufactured and/or installed the engines and the engines’ component parts  
10 in the Class Vehicles, and the engines and their component parts are covered by the express  
11 warranties.

12 123. Defendant’s NVLW and other warranties regarding the Class Vehicles formed a  
13 basis of the bargain that was reached when Plaintiffs and members of the Class purchased or  
14 leased the Class Vehicles with the defective rear subframe and/or related components.

15 124. Plaintiffs and members of the Class experienced defects within the warranty  
16 period. Despite the existence of the NVLW, Defendant failed to inform Plaintiffs and members  
17 of the Class that the Class Vehicles were equipped with defective rear subframes and related  
18 components. When providing repairs under the express warranty, these repairs were ineffective  
19 and incomplete and did not provide a permanent repair for the Defect.

20 125. Ford breached the express warranty through the acts and omissions described  
21 above, including by promising to repair or adjust defects in materials or workmanship of any part  
22 supplied by Defendant and then failing to do so. Defendant has not repaired or adjusted, and has  
23 been unable to repair or adjust, the Class Vehicles’ materials and workmanship defects.

24 126. Privity is not required here because Washington Plaintiffs and members of the  
25 Proposed Class Washington Sub-Class are intended third-party beneficiaries of contracts  
26 between Ford and its distributors and dealers, and specifically, of Ford’s express warranties,

1 including the NVLW, the Powertrain Warranties, and any warranties provided with certified pre-  
2 owned CPO Vehicles. The dealers were not intended to be the ultimate consumers of the Class  
3 Vehicles and or have rights under the warranty agreements provided with the Class Vehicles; the  
4 warranty agreements were designed for and intended to benefit the consumer only. Strict privity  
5 is not required here because Defendant, as the manufacturer of the Class Vehicles, made express  
6 representations to Plaintiffs and the Class regarding its warranties.

7       127. Any attempt by Ford to disclaim or limit recovery to the terms of the express  
8 warranty is unconscionable and unenforceable here. Specifically, the warranty limitation is  
9 unenforceable because Ford knowingly sold or leased defective products without informing  
10 consumers about the Defect. The time limits are unconscionable and inadequate. And among  
11 other things, a gross disparity in bargaining power and knowledge of the extent, severity, and  
12 safety risk of the Defect existed between Ford and members of the Class.

13       128. Further, the limited warranty promising to repair and/or correct a manufacturing  
14 or workmanship defect fails of its essential purpose because the contractual remedy is insufficient  
15 to make Plaintiffs and the members of the Class whole, because Ford has failed and/or has refused  
16 to adequately provide the promised remedies, i.e., a permanent repair within a reasonable time.

17       129. Plaintiffs and members of the Class provided notice to Ford of the breach of  
18 express warranties when they took their vehicles to Ford-authorized providers of warranty  
19 repairs. Plaintiffs also provided written notice to Ford via letter dated July 10, 2023.

20       130. As a result of Ford's breach of the applicable express warranties, owners and  
21 lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of money,  
22 property, and value of their Class Vehicles. Plaintiffs and the Proposed class have accordingly  
23 been damaged in an amount to be determined at trial.

24       131. As a result of Ford's breach of the express warranty, Plaintiffs and the Class are  
25 entitled to legal and equitable relief against Ford, including actual damages, specific  
26 performance, attorney's fees, costs of suit, and other relief as appropriate.



**COUNT II**

**Breach of the Implied Warranty of Merchantability**

**Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212**

132. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1 through 110 above as if fully set forth herein.

133. Plaintiffs bring this count on behalf of themselves and the Class against Defendant.

134. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under Wash. Rev. Code §§ 62A.2-104(1) and 62A.2A-103(1)(t), and a “seller” of motor vehicles under § 62A.2-103(1)(d).

135. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

136. The Class Vehicles are and were at all relevant times “goods” within the meaning of Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

137. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Wash. Rev. Code §§ 62A.2-314 and 62A.2A-212.

138. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through authorized dealers, like those from which Plaintiffs and members of the Class bought or leased their vehicles, for the intended purpose of consumers purchasing the Class Vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Plaintiffs and members of the Class, with no modification to the defective Class Vehicles.

139. Ford provided Plaintiffs and members of the Class with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*, the Class

1 Vehicles suffered from an inherent defect at the time of sale and thereafter, and they are not fit  
2 for their particular purpose of providing safe and reliable transportation.

3 140. This implied warranty included, among other things: (i) a warranty that the Class  
4 Vehicles that Ford manufactured, supplied, distributed, and/or sold were safe and reliable for  
5 providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their intended  
6 use while the Class Vehicles were being operated.

7 141. Contrary to the applicable implied warranties, the Class Vehicles, both at the time  
8 of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiffs  
9 and the Class with reliable, durable, and safe transportation. Instead, the Class Vehicles were  
10 defective at the time of sale or lease and thereafter as more fully described above. Ford knew of  
11 this defect at the time these sale or lease transactions occurred.

12 142. As a result of Ford's breach of the applicable implied warranties, Plaintiffs and  
13 members of the Class suffered an ascertainable loss of money, property, and/or value of their  
14 Class Vehicles. Additionally, as a result of the Defect, Plaintiffs and the Class were harmed and  
15 suffered actual damages in that the Class Vehicles are substantially certain to fail before their  
16 expected useful life has run.

17 143. Ford's actions, as complained of herein, breached the implied warranty that the  
18 Class Vehicles were of merchantable quality and fit for such use in violation of the Washington  
19 Uniform Commercial Code.

20 144. Plaintiffs and the Class have complied with all obligations under the warranty, or  
21 otherwise have been excused from performance of said obligations as a result of Ford's conduct  
22 described herein.

23 145. Privity is not required here because Plaintiffs and the Class are intended third-  
24 party beneficiaries of contracts between Ford and its distributors and dealers. Ford knew who  
25 purchased the Class Vehicles, knew the purpose for which they were purchasing them, knew the  
26

1 Class's requirements for the Class Vehicles, delivered the Class Vehicles, and/or attempted  
2 repairs of the Class Vehicles.

3 146. Plaintiffs and members of the Class were not required to notify Ford of the breach  
4 because affording Ford a reasonable opportunity to cure its breach of warranty would have been  
5 futile. Ford was also on notice of the Defect from the complaints and service requests it received  
6 from Plaintiffs and the Members and through other internal sources.

7 147. As a direct and proximate cause of Ford's breach, Plaintiffs and members of the  
8 Class suffered damages and continue to suffer damages, including economic damages at the point  
9 of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs and  
10 members of the Class have incurred or will incur economic damages in the form of the cost of  
11 repair as well as additional losses.

12 148. As a direct and proximate result of Ford's breach of the implied warranty of  
13 merchantability, Plaintiffs and members of the Class have been damaged in an amount to be  
14 proven at trial.

### 15 **COUNT III**

#### 16 **Violations of the Washington Consumer Protection Act**

#### 17 **Wash Rev. Code § 19.86.010, *et seq.***

18 149. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs  
19 1 through 110 above as if fully set forth herein.

20 150. Plaintiffs and members of the Proposed Class are "persons" within the meaning  
21 of Wash. Rev. Code § 19.86.010(2).

22 151. The Washington Consumer Protection Act ("Washington CPA") broadly  
23 prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct  
24 of any trade or commerce." Wash. Rev. Code § 19.86.020. Ford engaged in unlawful trade  
25 practices, and unfair or deceptive acts or practices that violated the Washington CPA.  
26

1           152. Ford participated in unfair or deceptive trade practices that violated the  
 2 Washington CPA. By failing to disclose the Defect, by concealing the Defect, by marketing its  
 3 vehicles as safe, reliable, well-engineered, and of high quality, and by presenting itself as a  
 4 reputable manufacturer that valued safety, performance and reliability, and that stood behind its  
 5 vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted  
 6 material facts in connection with the sale or lease of the Class Vehicles. Ford systematically  
 7 misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles  
 8 and the Mounting Bolt Defect in the course of its business.

9           153. Ford also engaged in unlawful trade practices by employing deception, deceptive  
 10 acts or practices, fraud, misrepresentations, or concealment in connection with the sale of the  
 11 Class Vehicles.

12           154. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade  
 13 or business, were capable of deceiving a substantial portion of the purchasing public, and  
 14 imposed a serious safety risk on the public.

15           155. Ford knew that the Class Vehicles suffered from an inherent defect, were  
 16 defectively designed and/or manufactured, and were not suitable for their intended use.

17           156. Ford knew or should have known that its conduct violated the Washington CPA.

18           157. Defendant had a duty to Plaintiffs and Class Members because:

- 19                   (a) Defendant was in a superior position to know the true state of facts about  
 20 the safety defect in the Class Vehicles;
- 21                   (b) Defendant made partial disclosures about the quality of the Class Vehicles  
 22 without revealing the defective nature of the Class Vehicles; and
- 23                   (c) Defendant actively concealed the defective nature of the Class Vehicles at  
 24 the time of sale and thereafter.

25           158. By failing to disclose the Defect, Defendant knowingly and intentionally  
 26 concealed material facts and breached its duty not to do so.



1           165. Plaintiffs bring this cause of action on behalf of himself and on behalf of the Class  
2 against Defendant.

3           166. Defendant provided all purchasers and lessees of the Class Vehicles with an  
4 express warranty described *infra*, which became a material part of the bargain.

5           167. The rear subframe assembly and its component parts were manufactured and/or  
6 installed in the Class Vehicles by Defendant and are covered by the express warranty.

7           168. Ford's New Vehicle Limited Warranty ("NVLW") expressly states that Ford will  
8 "without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during  
9 normal use during the applicable coverage period due to a manufacturing defect in factory-  
10 supplied materials or factory workmanship" so long as the vehicle is properly operated and  
11 maintained and taken to a Ford dealership for repair within the warranty period.

12           169. Defendant breached the express warranties by selling and leasing Class Vehicles  
13 with rear subframes that were defective, requiring repair or replacement within the warranty  
14 period, and refusing to honor the express warranty by repairing or replacing, free of charge, the  
15 rear subframe and its component parts. Defendant has failed to "repair" the defects as alleged  
16 herein.

17           170. Plaintiffs were not required to notify Defendant of the breach because Defendant  
18 was on notice of the Defect from complaints and service requests it received from Class  
19 Members, from repairs and/or replacements of the rear subframe, and from other internal sources.

20           171. Plaintiffs also provided notice to Defendant of their breach of warranty claims  
21 under the MMWA by letter dated July 10, 2023.

22           172. As a direct and proximate cause of Defendant's breach, Plaintiffs and the other  
23 Class Members have suffered, and continue to suffer, damages, including economic damages at  
24 the point of sale or lease. Additionally, Plaintiffs and the other Class Members have incurred or  
25 will incur economic damages in the form of the cost of repair.  
26

173. Plaintiffs and the other Class Members are entitled to legal and equitable relief against Defendant, including actual damages, consequential damages, specific performance, attorneys' fees, costs of suit, and other relief as appropriate.

#### **COUNT V**

#### **(Breach of Implied Warranty under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2303 *et seq.*)**

174. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs 1 through 110 above as if fully set forth herein.

175. Plaintiffs bring this cause of action on behalf of themselves and the Class against Defendant.

176. The Class Vehicles are a "consumer product" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

177. Plaintiffs and Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

178. Defendant is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)–(5).

179. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their rear subframes that Ford manufactured, supplied, distributed, and/or sold would provide safe and reliable transportation; and (ii) a warranty that the Class Vehicles and their rear subframes would be fit for their intended use while the Class Vehicles were being operated.

180. Contrary to the applicable implied warranties, the Class Vehicles and their rear subframes at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead,

1 the Class Vehicles are defective, including the defective design, manufacturing, and materials of  
2 their rear subframes.

3 181. Defendant's breach of implied warranties has deprived Plaintiffs and Class  
4 Members of the benefit of their bargain.

5 182. The amount in controversy of Plaintiffs' individual claims meets or exceeds the  
6 sum or value of \$25,000. In addition, the amount in controversy meets or exceeds the sum or  
7 value of \$50,000 (exclusive of interests and costs) computed on the basis of all claims to be  
8 determined in this suit.

9 183. Defendant has been afforded a reasonable opportunity to cure its breach, including  
10 when Plaintiffs and Class Members brought their vehicles in for diagnoses and rear subframes  
11 repair.

12 184. As a direct and proximate cause of Defendant's breach of implied warranties,  
13 Plaintiffs and Class Members sustained and incurred damages and other losses in an amount to  
14 be determined at trial. Defendant's conduct damaged Plaintiffs and Class Members, who are  
15 entitled to recover actual damages, consequential damages, specific performance, diminution in  
16 value, costs, attorneys' fees, and/or other relief as appropriate.

17 185. As a result of Defendant's violations of the Magnuson-Moss Warranty Act as  
18 alleged herein, Plaintiffs and Class Members have incurred damages.

19 186. Plaintiffs also provided notice to Defendant of its breach of warranty claims under  
20 the MMWA by letter dated July 10, 2023.

## 21 **COUNT VI**

### 22 **(For Fraud by Omission or Fraudulent Concealment)**

23 187. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs  
24 1 through 110 above as if fully set forth herein.

25 188. Plaintiffs bring this cause of action on behalf of themselves and the Class.  
26



1 189. Defendant knew that the Class Vehicles suffered from an inherent Mounting Bolt  
 2 Defect, were defectively designed and/or manufactured, and were not suitable for their intended  
 3 use.

4 190. Defendant concealed from and failed to disclose to Plaintiffs and Class Members  
 5 the defective nature of the Class Vehicles.

6 191. Defendant was under a duty to Plaintiffs and Class Members to disclose the  
 7 defective nature of the Class Vehicles because:

8 (d) Defendant was in a superior position to know the true state of facts about  
 9 the safety defect contained in the Class Vehicles;

10 (e) The omitted facts were material because they directly impact the safety of  
 11 the Class Vehicles;

12 (f) Defendant knew the omitted facts regarding the Mounting Bolt Defect  
 13 were not known to or reasonably discoverable by Plaintiffs and Class  
 14 Members;

15 (g) Defendant made partial disclosures about the quality of the Class Vehicles  
 16 without revealing their true defective nature; and,

17 (h) Defendant actively concealed the defective nature of the Class Vehicles  
 18 from Plaintiffs and Class Members.

19 192. The facts concealed or not disclosed by Defendant to Plaintiffs and the other Class  
 20 Members are material in that a reasonable person would have considered them to be important  
 21 in deciding whether to purchase or lease the Class Vehicles or pay less for them. Whether a  
 22 vehicle's rear subframe is defective, causing the rear axle bolt to fracture, resulting in severe  
 23 noise and vibration, sudden drop of the rear differential, sudden loss of power, and/or destruction  
 24 of a broad array of suspension, driveshaft assembly, and exhaust system components, is a  
 25 material safety concern. Had Plaintiffs and Class Members known about the defective nature of  
 26

1 the Class Vehicles, they would not have purchased or leased the Class Vehicles or would have  
2 paid less for them.

3 193. Defendant concealed or failed to disclose the true nature of the design and/or  
4 manufacturing defects contained in the Class Vehicles to induce Plaintiffs and Class Members to  
5 act thereon. Plaintiffs and the other Class Members justifiably relied on Defendant's omissions  
6 to their detriment. This detriment is evident from Plaintiffs and Class Members' purchase or lease  
7 of Defendant's defective Class Vehicles.

8 194. Defendant continued to conceal the defective nature of the Class Vehicles even  
9 after Class Members began to report the problems. Indeed, Defendant continues to cover up and  
10 conceal the true nature of the problem today.

11 195. As a direct and proximate result of Defendant's misconduct, Plaintiffs and Class  
12 Members have suffered and will continue to suffer actual damages. Plaintiffs and the Class  
13 reserve their right to elect either to (a) rescind their purchase or lease of the Class Vehicles and  
14 obtain restitution or (b) affirm their purchase or lease of the Class Vehicles and recover damages.

15 196. Defendant's acts were done maliciously, oppressively, deliberately, with intent to  
16 defraud, and in reckless disregard of Plaintiffs' and Class Members' rights and well-being to  
17 enrich Defendant.

## 18 **COUNT VII**

### 19 **(For Unjust Enrichment)**

20 197. Plaintiffs repeat and re-allege each and every allegation contained in paragraphs  
21 1 through 110 above as if fully set forth herein.

22 198. Plaintiffs bring this cause of action on behalf of themselves and the Class in the  
23 alternative to their Breach of Express Warranty claim, Count I.

24 199. Defendant has received and retained a benefit from Plaintiffs and the members of  
25 the Class, and inequity has resulted.  
26

1           200. As a direct and proximate result of Defendant's failure to disclose known defects,  
2 Defendant has profited through the sale and lease of the Class Vehicles, the value of which were  
3 artificially inflated by Defendant's concealment of and omissions regarding the Mounting Bolt  
4 Defect. Defendant charged higher prices for the Class Vehicles than the Class Vehicles' true  
5 value, and Plaintiffs and Class Members thus overpaid for the Class Vehicles. Although these  
6 vehicles are purchased through Defendant's authorized dealers and distributors, the money from  
7 the vehicle sales flows directly back to Defendant.

8           201. Additionally, as a direct and proximate result of Defendant's failure to disclose  
9 known defects in the Class Vehicles, Plaintiffs and Class Members have vehicles that require  
10 repeated, high-cost repairs that can and therefore have conferred an unjust substantial benefit  
11 upon Defendant.

12           202. Defendant has been unjustly enriched due to the known defects in the Class  
13 Vehicles through the use of money paid that earned interest or otherwise added to Defendant's  
14 profits when said money should have remained with Plaintiffs and Class Members.

15           203. Plaintiffs and Class Members were not aware of the true facts regarding the Defect  
16 in the Class Vehicles and did not benefit from Defendant's unjust conduct.

17           204. As a result of the Defendant's unjust enrichment, Plaintiffs and Class Members  
18 have suffered damages.

19           205. Plaintiffs do not seek restitution under their unjust enrichment claim. Rather,  
20 Plaintiffs and Class Members seek non-restitutionary disgorgement of the financial profits that  
21 Defendant obtained as a result of its unjust conduct.

22           206. Additionally, Plaintiffs seek injunctive relief to compel Defendant to offer, under  
23 warranty, remediation solutions that Defendant identifies. Plaintiffs also seek injunctive relief  
24 enjoining Defendant from further deceptive distribution, sales, and lease practices with respect  
25 to Class Vehicles; enjoining Defendant from selling the Class Vehicles with the misleading  
26 information; compelling Defendant to provide Class Members with replacement components that

do not contain the defects alleged herein; and/or compelling Defendant to reform its warranties, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranties have been reformed. Money damages are not an adequate remedy for the above requested non-monetary injunctive relief.

#### PRAYER FOR RELIEF

207. Plaintiffs, on behalf of themselves and all others similarly situated, request the Court enter judgment against Defendant, as follows:

- A. An order certifying the proposed Class, designating Plaintiffs as named representatives of the Class, and designating the undersigned as Class Counsel;
- B. A declaration that Defendant is financially responsible for notifying all Class Members about the defective nature of the rear subframe;
- C. An order enjoining Defendant from further deceptive distribution, sales, and lease practices with respect to Class Vehicles; compelling Defendant to issue a voluntary recall for the Class Vehicles pursuant to 49 U.S.C. § 30118(a); compelling Defendant to repair and eliminate the Mounting Bolt Defect from every Class Vehicle; enjoining Defendant from selling the Class Vehicles with the misleading information; and/or compelling Defendant to reform its warranty, in a manner deemed to be appropriate by the Court, to cover the injury alleged and to notify all Class Members that such warranty has been reformed;
- D. An award to Plaintiffs and the Class for compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- E. Any and all remedies provided pursuant to the Magnuson-Moss Warranty Act;
- F. Any and all remedies provided pursuant to the causes of action and statutes alleged herein;

- 1 G. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of  
2 the ill-gotten profits it received from the sale or lease of the Class Vehicles or make  
3 full restitution to Plaintiffs and Class Members;  
4  
5 H. An award of attorneys' fees and costs, as allowed by law;  
6  
7 I. An award of pre-judgment and post-judgment interest, as provided by law;  
8  
9 J. Leave to amend the Complaint to conform to the evidence produced at trial; and  
10  
11 K. Such other relief as may be appropriate under the circumstances.  
12

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a trial by jury of all issues in this action so triable.

15 DATED this 28th day of August, 2023.

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